



### STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: Agere Systems Inc.

Application No./Patent No.: 09/394,096 Filed/Issue Date: September 13, 1999

Entitled:

Agere Systems Inc., a Corporation  
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1.  the assignee of the entire right, title, and interest; or
2.  an assignee of less than the entire right, title and interest  
(The extent (by percentage) of its ownership interest is \_\_\_\_\_ %)

in the patent application/patent identified above by virtue of either:

A.  An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

B.  A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: Inventor(s) To: Lucent Technologies Inc.  
The document was recorded in the United States Patent and Trademark Office at Reel 010626, Frame 0688, or for which a copy thereof is attached.
2. From: Lucent Technologies Inc. To: Agere Systems Guardian Corp.  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
3. From: Agere Systems Guardian Corp. To: Agere Systems Inc.  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

Additional documents in the chain of title are listed on a supplemental sheet.

As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

April 24, 2007

Signature

Date

William H. Bollman, 36.457

202-261-1000

Printed or Typed Name

Telephone Number

Attorney of Record

Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

**EXECUTION COPY**

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**PATENT ASSIGNMENT**

**by and between**

**LUCENT TECHNOLOGIES INC.**

**and**

**AGERE SYSTEMS GUARDIAN CORP.**

**Dated as of January 30, 2001**

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## PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment"), effective as of January 30, 2001 (the "Effective Date"), is by and between Lucent Technologies Inc., a Delaware corporation, with offices at 600 Mountain Avenue, Murray Hill, New Jersey 07974, United States of America, ("ASSIGNOR") and Agere Systems Guardian Corp., a Delaware corporation, with offices at 555 Union Boulevard, Allentown, PA 18109, United States of America ("Agere Systems Guardian").

### RECITALS

A. WHEREAS, the Board of Directors of ASSIGNOR has determined that it is in the best interests of ASSIGNOR and its stockholders to separate ASSIGNOR's existing businesses into two independent businesses;

B. WHEREAS, ASSIGNOR presently owns or controls certain patents, patent applications, and invention submissions listed in the attached Appendices A and B (hereinafter "TRANSFERRED PATENTS") and;

C. WHEREAS, in furtherance of the foregoing separation, ASSIGNOR desires to transfer, assign, convey, deliver and vest all of its interests and rights in TRANSFERRED PATENTS for all countries, jurisdictions and political entities of the world, to and in Agere Systems Guardian;

NOW, THEREFORE, in consideration of the premises and for other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

ASSIGNOR, subject to existing rights and licenses of third parties, does hereby assign, convey, transfer and deliver, and agrees to assign, convey, transfer and deliver to Agere Systems Guardian, its successors, assigns and legal representatives or nominees, ASSIGNOR's entire right, title and interest, for all countries, jurisdictions and political entities of the world, along with the right to sue for past infringement, to all TRANSFERRED PATENTS listed on Appendices A and B, and corresponding counterpart foreign patents and patent applications, with respect to which, and to the extent to which, ASSIGNOR now has or hereafter acquires the right to so assign, convey, transfer and deliver. Agere Systems Guardian recognizes that ASSIGNOR holds only bare legal title to the TRANSFERRED PATENTS listed in Appendix A (which lists the United States Patents and patent applications previously exclusively licensed to Lucent Technologies Microelectronics Guardian Corp.).

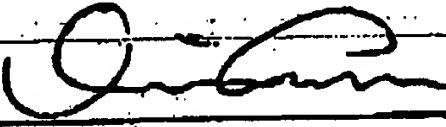
ASSIGNOR and ASSIGNEE recognize that the patents listed in Appendices A and B may inadvertently include patents that are owned by various subsidiaries of ASSIGNOR, including Agere, Inc., Ortel Corporation, Optimay Corporation, Herrmann Technology, Inc., and Enable Semiconductor, Inc. Ownership of such patents shall not be affected by this Patent

Assignment, and ASSIGNEE agrees that any such patents shall be deemed deleted from Appendices A and B.

ASSIGNOR agrees that, upon request it will, at any time without charge to Agere Systems Guardian, but at Agere Systems Guardian's expense, furnish all necessary documentation relating to or supporting chain of title, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for vesting title to TRANSFERRED PATENTS in Agere Systems Guardian, its successors, assigns and legal representatives or nominees; including but not limited to any acts which may be necessary, desirable or convenient for claiming said rights and for securing and maintaining patents for said inventions in any and all countries and for vesting title thereto in Agere Systems Guardian and its respective successors, assigns and legal representatives or nominees.

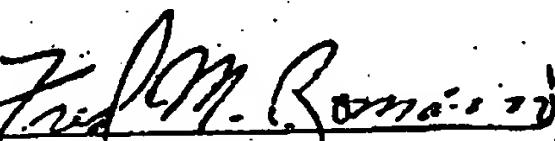
IN WITNESS WHEREOF, the parties have caused this PATENT ASSIGNMENT to be executed  
by their duly authorized representatives as of the Effective Date.

**LUCENT TECHNOLOGIES INC.**

By: 

Daniel P. McCurdy  
President, Intellectual Property Business

**AGERE SYSTEMS GUARDIAN CORP.**

By: 

Fred M. Romano  
President

ACKNOWLEDGMENTS

STATE OF NEW JERSEY ) : ss:  
COUNTY OF SOMERSET )

I CERTIFY that on January 30, 2001, Daniel P. McCurdy personally came before me and this person acknowledged under oath, to my satisfaction that:

- a.) this person signed, sealed and delivered the attached Patent Assignment as President - Intellectual Property Business of Lucent Technologies Inc.; and
- b.) this Patent Assignment was signed and made by Lucent Technologies Inc. as its voluntary act and deed by virtue of authority from its Board of Directors.

Tamara Anne Hanna

Name **TAMORA ANNE HANNA**  
 Notary Public **Notary Public of New Jersey**  
 My Commission Expires **Registered in Hunterdon County**  
 [Notarial Seal] **My Commission Expires March 25, 2002**

STATE OF FLORIDA ) : ss:  
COUNTY OF ORANGE )

I CERTIFY that on January 31, 2001, Fred M. Romano personally came before me and this person acknowledged under oath, to my satisfaction that:

- a.) this person signed, sealed and delivered the attached Patent Assignment as Vice President of Agere Systems Guardian Corp.; and
- b.) this Patent Assignment was signed and made by Agere Systems Guardian Corp. as its voluntary act and deed by virtue of authority from its Board of Directors.

Mary V Carter

Name **MARY V CARTER**  
 Notary Public  
 My Commission Expires:  
 [Notarial Seal]



# Delaware

PAGE 1

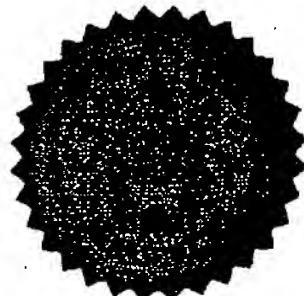
## *The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"AGERE SYSTEMS GUARDIAN CORP.", A DELAWARE CORPORATION, WITH AND INTO "AGERE SYSTEMS INC." UNDER THE NAME OF "AGERE SYSTEMS INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-NINTH DAY OF AUGUST, A.D. 2002, AT 9 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF OWNERSHIP IS THE THIRTY-FIRST DAY OF AUGUST, A.D. 2002.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



3268412 8100M

020545223

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 1959517

DATE: 08-29-02

STATE OF DELAWARE  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
FILED 09:00 AM 08/29/2002  
020545223 - 3268412

**CERTIFICATE OF OWNERSHIP AND MERGER**

**OF**

**Agere Systems Guardian Corp.  
(a Delaware corporation)**

**INTO**

**Agere Systems Inc.  
(a Delaware corporation)**

**UNDER SECTION 253 OF THE GENERAL  
CORPORATION LAW OF THE STATE OF DELAWARE**

Agere Systems Inc., a corporation organized and existing under the laws of Delaware ("Corporation"), **DOES HEREBY CERTIFY:**

**FIRST:** The Corporation is the owner of all of the outstanding shares of common stock of Agere Systems Guardian Corp., which is also a business corporation of the State of Delaware.

**SECOND:** On August 22, 2002 the Subsidiary Governance Committee of the Board of Directors of the Corporation adopted the following resolution to merge Agere Systems Guardian Corp. into the Corporation:

**RESOLVED** that Agere Systems Guardian Corp., a Delaware corporation, shall be merged with and into Agere Systems Inc., a Delaware corporation, with Agere Systems Inc. being the surviving corporation, and Agere Systems Inc. shall thereupon assume all of the obligations of Agere Systems Guardian Corp."

**THIRD:** That the merger authorized hereby shall become effective as of 9:00 a.m. Eastern Standard Time on August 31, 2002.

Executed on August 22, 2002

**AGERE SYSTEMS INC.**

By Paul Bento  
Paul Bento, Vice President

## **GENERAL APPOINTMENT OF AGENT**

**AND**

## **POWER OF ATTORNEY**

**Agere Systems Inc., for itself and its subsidiaries, and as successor in interest to patents  
of Agere Systems Inc., hereby appoints:**

Ian M. Hughes, Reg. No. 41,083  
Mark Kurisko, Reg. No. 38,944  
Marie MacNichol, Reg. No. 35941  
Scott W. McLellan, Reg. No. 30,776  
David L. Smith, Reg. No. 30,592  
Lloyd Sadler, Reg. No. 40,154  
John P. Veschi, Reg. No. 39,058  
David A. Sasso, Reg. No. 43,084  
Chad Hilyard, Reg. No. 40,647

as agents and attorneys to act on Agere Systems Inc.'s behalf before any competent National and International Authorities in connection with any and all patents and patent applications filed by Agere Systems Inc., its wholly-owned subsidiaries or its predecessors, or otherwise issued or pending in the name of Agere Systems Inc. or any of its wholly-owned subsidiaries or predecessors, with the power to further appoint agents, and grant powers of attorney in connection therewith.

Agere Systems Inc.

By:

J. P. Veschi

John P. Veschi  
Vice President – Intellectual Property & Law

Date: November 4, 2005

**APPENDIX B (continued)**  
**Transferred Patents**

Case Name	Filing Date	Issue Date	Patent No.	Serial No.
Curtin 14	5/10/2000			09/568017
Curtin 15	5/18/2000			09/573393
Curtin 2	3/2/1998	8/8/2000	09/034158	6101469
Curtin 4	9/10/1998		09/150582	
Curtin 7	3/26/1999	8/1/2000	6097285	09/277317
Curtin 8	5/28/1999			09/322238
Curtin 9	6/16/2000			09/595242
Cuthbert 16-4	9/29/1997		08/939422	
Cuthbert 20	7/19/1999			09/356638
Cuthbert 21-3	9/30/1999			09/409115
Cwynar 8-26-1-6-2	1/18/2000			09/484310
Dabbagh 2-7-8-20	8/15/2000		09/640329	
Dacy 1-3	3/5/1999			09/263173
Dagdeviren 14	1/30/1998		09/015568	
Dagdeviren 18	3/31/2000			09/540475
Dagdeviren 19	12/9/1999			60/169961
Dagdeviren 20	7/21/2000		09/621116	
Dagdeviren 21	7/21/2000		09/620938	
Dale 1-1	10/12/1999			09/416625
Dang 1-13-1	9/11/1998		09/151659	
Dangelmayer 3-16-1	10/14/1999			09/417509
D'Arcy 12-1-13-2-5-1	12/2/1998			09/203842
D'Arcy 2-1-1-1	12/16/1997		08/997117	
D'Asaro 23-28-5-2-21	12/13/1995	4/11/2000	6048751	
Dautartas 46-33-41-33-18	6/16/1999			09/334262
Dautartas 49-41-8-49-24-5	7/29/1999			09/362692
Dautartas 50	6/4/1999			09/326200
Dautartas 53-16	6/9/1999			09/327793
Dautartas 54	6/30/1999			09/343286
Davies 7-3	4/2/1999			09/285920
Davis 11-16-8	9/13/1999			09/394097
Davis 21	7/26/2000		09/625871	
Davis 22	7/26/2000		09/626221	
Davis 5-2-7-18-3	4/10/1998		09/058203	
→ Davis 6-9-5	9/13/1999			09/394096
Davison 3-5-18	8/18/2000		09/641899	
Day 1	9/16/1999			09/397449
Day 2	9/15/1999			09/397632
Dayal 1-6-2	5/11/1998		09/075065	
Dayal 4	2/16/2000			09/504749
Dayoub 1-1-2-1	8/12/1999			09/372859
DeBusk 1	9/5/1997		08/924268	
DeBusk 3-9-57-1	12/2/1998			09/205414
DeBusk 4-1	1/13/1999			60/115768
DeBusk 5	6/2/1999			09/324696
DeBusk 6	7/9/1999			09/350589
Decker 12-30	11/23/1998			09/197619
Decker 1-2-6	8/19/1998		09/138741	
Decker 7-24	10/16/1998	8/29/2000	6110576	09/173502
DeFelice 1-1-2	1/21/1999			09/235011
Degani 12-6-25	9/3/1992	6/20/2000	6077725	
Degani 33-22-11	5/14/1997		08/855687	
Degani 42-26-58	5/19/1998		09/081448	
Degani 43-20-3	7/21/1998		09/120148	
Degani 44-28-21-59	9/8/1998		09/149804	
Degani 45-30-22-60	9/8/1998		09/149803	
Degani 46-4	10/14/1998			09/172467
Degani 47-9	1/28/1999	6/13/2000	6074897	09/238706
Degani 49-32-24	7/1/1999			09/346100
Degani 52-34-67	10/22/1999			09/425706